

STATE OF SOUTH CAROLINA

(Caption of Case)

Example: Application for a Class C Charter Certificate from
John Doe dba Doe's Limo

BEFORE THE
PUBLIC SERVICE COMMISSION
OF SOUTH CAROLINA

TRANSPORTATION COVER SHEET

DOCKET

NUMBER: 2011-389-T

If this is your first time filing an application with the PSC, you will not
have a Docket Number. The Commission will assign one to you. If you
have filed with the Commission before, a Docket Number was assigned
and should be entered above.

(Please type or print)

Submitted by: Toan Chau Dao
Address: 1636 Carterett Ave
Charleston, SC
29407

Telephone: (843) 870-5608
Fax: 888-909-8982
Other: 0: 843-216-2627
Email: _____

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for use by the Public Service Commission of South Carolina for the purpose of docketing and must be filled out completely.

NATURE OF ACTION (Check all that apply)

- | | |
|---|--|
| <input type="checkbox"/> Application – Class C Taxi | <input type="checkbox"/> Request to Amend Scope of Authority |
| <input type="checkbox"/> Application – Class C Charter | <input type="checkbox"/> Request to Amend Tariff (rate increase, etc.) |
| <input type="checkbox"/> Application – Class C Charter Bus | <input type="checkbox"/> Request to Amend Passenger Limit |
| <input type="checkbox"/> Application – Class C Non-Emergency | <input type="checkbox"/> Request |
| <input type="checkbox"/> Application – Class E Household Goods | <input type="checkbox"/> Exhibit |
| <input type="checkbox"/> Application – Class E Hazardous Waste | <input type="checkbox"/> Late-Filed Exhibit |
| <input type="checkbox"/> Application | <input type="checkbox"/> Letter |
| <input type="checkbox"/> Request for Extension to Comply with Order | <input type="checkbox"/> Proposed Order |
| <input type="checkbox"/> Request for Order Granting Authority to Obtain Certificate of Public Convenience and Necessity to Be Rescinded | <input type="checkbox"/> Publisher's Affidavit |
| <input type="checkbox"/> Request for Cancellation of Certificate | <input type="checkbox"/> Reservation Letter |
| <input type="checkbox"/> Request for Suspension | <input type="checkbox"/> Response |
| <input type="checkbox"/> Request for Reinstatement | <input type="checkbox"/> Return to Petition |
| <input checked="" type="checkbox"/> Request for Name Change on Certificate | <input type="checkbox"/> Other: _____ |

RECEIVED
JUN 17 2015
PSC SC
CLERK'S OFFICE

If you have any questions about this form, please contact the PUBLIC SERVICE COMMISSION at 803-896-5100.

CLASS C AMENDMENT FORM

File the original with:

Public Service Commission of South Carolina
Clerk's Office
Motor Carrier Matters
P.O. Box 11649
Columbia, S.C. 29211
(803) 896 - 5100
FAX (803) 896-5199

Mail or fax a copy to:

S.C. Office of Regulatory Staff
Transportation Department
1401 Main Street, Suite 900
Columbia, S.C. 29201
(803) 737-0578
FAX (803) 737-0815

DATE: 06/16/15

2011-389-T

I have the following Certificate:

☐ Class C Taxi # _____ ☒ Class C Charter # 8489-A ☐ Class C Charter Bus # _____
☐ Class C Non-Emergency # _____

Please consider this as my request for the following amendment(s) to my Certificate:

☒ Name Change

From: Dao Travels, LLC DBA: An Executive Travel
(Current Name) (Current DBA if applicable)

TO: Dao Travels, LLC DBA: Charleston Black Cab Company
(New Name) (New DBA if applicable)

☐ Scope of Authority

From: _____ To: _____
(Current Scope) (New Scope)

☐ Passenger Limit

From: _____ To: _____
(Current Limit Number) (New Limit Number)

Dao Travels dba An Executive Travel 1636 Carverett Ave
Name & DBA if DBA is applicable (Street and/or Mailing Address)

Charleston, SC 29407
(City, State, Zip Code)

Toan Dao
(Signature)

(843) 870-9608
(Telephone Number)

owner
(Title) Owner, President, etc.

The State of South Carolina




Office of Secretary of State Mark Hammond

Certificate of Existence

I, Mark Hammond, Secretary of State of South Carolina Hereby certify that:

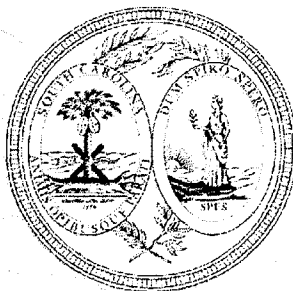
DAO TRAVELS, LLC, A Limited Liability Company duly organized under the laws of the State of South Carolina on September 7th, 2011, with a duration that is at will, has as of this date filed all reports due this office, paid all fees, taxes and penalties owed to the Secretary of State, that the Secretary of State has not mailed notice to the company that it is subject to being dissolved by administrative action pursuant to section 33-44-809 of the South Carolina Code, and that the company has not filed articles of termination as of the date hereof.

Given under my Hand and the Great
Seal of the State of South Carolina this
13th day of September, 2011.


Mark Hammond, Secretary of State

The State of South Carolina

**TRADEMARK
REGISTRATION**



**SERVICE MARK
REGISTRATION**

Office of Secretary of State Mark Hammond
I, Mark Hammond, Secretary of State, hereby certify that the following mark
has been registered in this state according to the provisions of the
South Carolina Code of Laws Section 39-15-1105 et seq. to:

Toan Chau Dao
1529 Sam Rittenberg Boulevard, Suite 2B
Charleston, SC 29407

Charleston
BLACK CAB CO.

Description: The mark consists of the words "Charleston
BLACK CAB CO. with bow tie under the title.

Description of Transportation services.

**Goods or
Services:**



Date of First Use: 8/10/2012

Date of First Use in South Carolina: 8/10/2012

Assignment Date: 5/29/2015

Expiration Date: 9/17/2019

Class of Goods or Services: Service mark class(es)#5

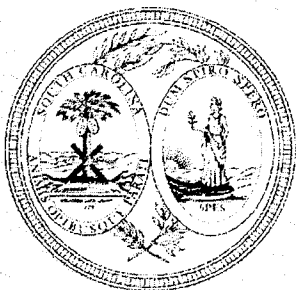
If an Entity, Organized under the Laws of South Carolina

Given under my hand and Great Seal of the
State of South Carolina on May 29, 2015

Mark Hammond
Mark Hammond, Secretary of State

The State of South Carolina

**TRADEMARK
REGISTRATION**



**SERVICE MARK
REGISTRATION**

Office of Secretary of State Mark Hammond
I, Mark Hammond, Secretary of State, hereby certify that the following mark
has been registered in this state according to the provisions of the
South Carolina Code of Laws Section 39-15-1105 et seq. to:

Toan Chau Dao
1529 Sam Rittenberg Boulevard, Suite 2B
Charleston, SC 29407

Charleston Black Cab Company

Description: The mark consists of the words "Charleston Black Cab Company".

Description of Goods or Services: Transportation - limousine.

Class of Goods or Services: Service mark class(es) #5

Date of First Use: 3/1/2014

Date of First Use in South Carolina: 3/1/2014

Registration Date: 5/29/2015

Expiration Date: 5/29/2020

Given under my hand and Great Seal of the
State of South Carolina on May 29, 2015

A handwritten signature in black ink that reads "Mark Hammond". Below the signature is a horizontal line, and underneath that line, the text "Mark Hammond, Secretary of State" is printed in a small, sans-serif font.

Mark Hammond, Secretary of State

GREENVILLE 326135v2

WHEREAS, CBCC alleges that Dao's use of the Mark infringes CBCC's trademark rights in the Mark;

WHEREAS, Dao Travels filed a lawsuit in the U.S. District Court of South Carolina, Charleston Division captioned *Dao Travels, LLC v. Charleston Black Cab Company and Sam Mustafa*, Civil Action No. 2:14-cv-1967 alleging that the use of the Mark by CBCC and Mustafa is likely to cause consumer confusion regarding the source of CBCC's services and infringes upon Dao's trademark rights to the Mark (the "Lawsuit");

WHEREAS, CBCC and Mustafa filed counterclaims in the Lawsuit alleging that the use of the Mark by Dao is likely to cause consumer confusion regarding the source of Dao's services and infringes upon CBCC's trademark rights to the Mark;

WHEREAS, CBCC filed a complaint with the South Carolina Public Service Commission styled *Charleston Black Cab Company d/b/a/ Charleston Black Cab Co. v. DAO Travels, LLC d/b/a An Executive Travel*, Docket No. 2015-100-T, in which CBCC asserted that Dao's use of the Mark violates certain rules governing motor carriers (the "PSC Complaint");

WHEREAS, the Parties wish to fully compromise, settle, and satisfy all claims, demands, or causes of action related to the Parties' use of the Mark; and

NOW THEREFORE, for and in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Dao shall pay to CBCC and Mustafa \$20,000 (the "Settlement Amount"), which shall be paid in installments and held in trust by Turner Padgett Graham and Laney, P.A. until the full Settlement Amount has been paid, at which point in time, the Settlement Amount will be delivered to Mustafa and CBCC.

2. Within 5 days of receiving the Settlement Amount, CBCC and Mustafa will execute the assignment of trademark rights attached as Exhibit A in favor of Dao.

3. Within 15 days of receiving the Settlement Amount, CBCC and Mustafa will execute and file any and all documents reasonably necessary to cause the South Carolina Public Service Commission to issue or amend a certificate allowing Dao to operate and provide its services under the Mark, provided that Dao pays for any fees the Public Service Commission may charge to issue or amend such a certificate and to operate under the new name and that Dao files any documents that must be filed by Dao in order for it to operate under the Mark.

4. Within 5 days of receiving the Settlement Amount, CBCC and Mustafa will execute and file the appropriate papers to cause the PSC Complaint to be dismissed, withdrawn or otherwise ended without resolution by the South Carolina Public Service Commission.

5. Within 5 days of receiving the Settlement Amount, CBCC will execute and file with the South Carolina Secretary of State the paperwork necessary to change CBCC's corporate name from Charleston Black Cab Company to another name that is not confusingly similar to the Mark. Dao agrees to pay any fees associated with this filing.

6. Once the Settlement Amount has been delivered to CBCC and Mustafa and CBCC has been authorized to operate under a new name (the "Start Date"), CBCC and Mustafa will immediately cease any and all uses of the Mark whether in print or electronic medium except as necessary to effectuate this settlement agreement. CBCC and Mustafa agree that within 2 days of the Start Date, they will cease using any social media and internet advertising that includes, displays or otherwise references the Mark, including but not limited to advertising on Facebook, LinkedIn and Yelp, and will cause any such social media accounts to be removed from the Internet.

7. Within 2 days of the Start date, CBCC and Mustafa will transfer the domain name www.charlestonblackcabco.com to Dao, provided that Dao pays any fees that may be charged by the registrar to complete the transfer.

8. The parties acknowledge that CBCC may receive phone calls or other communications asking for "Charleston Black Cab Company." In response, CBCC's agents may state that it no longer does business as Charleston Black Cab Company because there were two companies doing business as "Charleston Black Cab Company."

9. The Parties understand that CBCC and Mustafa previously distributed marketing materials including or displaying the Mark and that nothing in this Agreement will require CBCC or Mustafa to attempt to retrieve those marketing materials that are not in CBCC or Mustafa's, possession, custody or control on the Effective Date. CBCC and Mustafa agree, however, that as of the Effective Date, they will not distribute any further marketing materials in a manner to cause them to be out of CBCC or Mustafa's possession, custody or control.

10. In exchange for the mutual covenants and promises made herein and upon completion of CBCC and Mustafa's performance of their obligations set forth in Paragraphs 1-7 above, Dao releases any and all claims and actions, known or unknown, which it has or may have against CBCC or Mustafa, including those claims against CBCC's officers, directors, trustees, shareholders, employees, agents, representatives, and attorneys, that Dao ever had, presently has, or may hereafter claim to have had against CBCC or Mustafa that arise directly or indirectly out of the facts, acts, conduct, representations, omissions, allegations, or events which were, or could have been, included in the Lawsuit as a result of the transactions referenced in the Lawsuit.

11. In exchange for the mutual covenants and promises made herein and upon completion of Dao's performance of its obligations set forth in Paragraphs 1-7 above, CBCC and Mustafa

release any and all claims and actions, known or unknown, which they have or may have against Dao, including those claims against Dao's officers, directors, trustees, shareholders, employees, agents, representatives, and attorneys, that CBCC or Mustafa ever had, presently have, or may hereafter claim to have had against Dao that arise directly or indirectly out of the facts, acts, conduct, representations, omissions, allegations, or events which were, or could have been, included in the Lawsuit as a result of the transactions referenced in the Lawsuit, whether as counterclaims or otherwise.

12. The Parties represent and agree that they have not assigned or transferred any claim or claims against each other, or any portion thereof or interest therein, and agree to indemnify, defend and hold harmless the other against any and all claim or claims based on, arising out of, or in connection with, any such transfer or assignment of any such claim or claims or any portion thereof or interest therein.

13. The parties agree to refrain from making any derogatory, negative and/or disparaging statements about one another regardless of whether such statement is made orally or in writing.

14. This Agreement shall inure to the benefit of all Parties hereto and their heirs, assigns and/or successors. The Agreement shall bind all Parties hereto and their heirs, assigns and/or successors, legal representatives and executors. The Agreement shall be interpreted against no Party as the drafter, but as one that both Parties drafted.

15. This instrument contains the covenants and agreements between the Parties and no statements, promises or inducements made by any Party which are not contained herein shall be valid or binding. This Agreement cannot be modified unless done so in a writing signed by each of the Parties.

16. The Parties have carefully read the foregoing Agreement, and understand the contents

thereof, and further have had the opportunity to ask questions concerning the same, consult with an attorney, and furthermore have freely and voluntarily entered into this Agreement without any threat, coercion or intimidation by any person.

17. In any dispute, claim, litigation, arbitration, or mediation arising out of or in any way relating to any Party's failure to fulfill any of its obligations under this Agreement, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees from the other party. The Parties understand and acknowledge that CBCC and Dao frequently employ independent contractors to assist with providing services to customers and that neither of them have the right to control these independent contractors. To avoid liability for a breach of Paragraphs 6, 8 and 13 of this Agreement, the Parties agree to instruct their independent contractors of the restrictions contained within those Paragraphs of this Agreement and to require them to comply with them on threat of termination. If CBCC or Dao discovers that an independent contractor has violated this Agreement, then the independent contractor must be fired and the incident must be reported to the opposing Party, through counsel or otherwise. A Party will be deemed not to have breached this Agreement if these steps are followed within 5 days of the discovery of such a breach by an independent contractor. Mustafa shall not be deemed to have breached this Agreement unless he personally took actions that violate or otherwise breach one or more of the provisions of this Agreement.

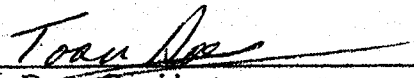
18. If any provision of this Agreement is determined to be unlawful or otherwise unenforceable, the remaining provisions will, to the extent permitted by law, continue in full force and effect unless to do so would materially alter the bargained for consideration of the Parties in entering into this Agreement.

19. This Agreement may be executed in one or more counterparts, each of which shall be

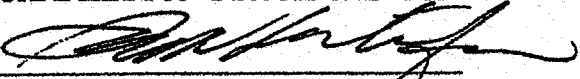
deemed an original, but all of which together shall constitute one instrument. Faxed or emailed signatures shall constitute original signatures binding on the signing party.

IN WITNESS WHEREOF, the parties have executed this Settlement Agreement on the date(s) indicated beneath the signature below.

DAO TRAVELS, LLC


Toan Dao – President

CHARLESTON BLACK CAB COMPANY and SAM MUSTAFA


Sam Mustafa – Individually and as President of CBCC